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Attorneys for Plaintiff, SYNOPSYS, INC.

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SYNOPSYS, INC.,

Plaintiff,

v.

DOLPHIN TECHNOLOGY, INC., and DOES
1-10, inclusive,

Defendants.

Case No. 3:21-cv-06207-EMC

~~PROPOSED~~ ORDER RE
SETTLEMENT AND DISMISSAL OF
CASE WITH PREJUDICE

WHEREAS Plaintiff Synopsys, Inc. (“Plaintiff”) and Defendant Dolphin Technology, Inc., (“Defendant”) are parties to a civil action entitled *Synopsys, Inc. v. Dolphin Technology, Inc., et al.*, in the United States District Court for the Northern District of California, Case No. 3:21-cv-06207-EMC (the “Litigation”);


WHEREAS Plaintiff has alleged that the Defendant violated the Digital Millennium Copyright Act (“DMCA”), and Defendant denies these allegations; and

NOW THEREFORE, in consideration of the foregoing and in consideration of the payments, promises and mutual undertakings set forth herein and in the Parties’ Confidential Settlement Agreement (“Agreement”) executed by Plaintiff and Defendant and incorporated herein by this reference, the sufficiency of which is hereby acknowledged, the Court orders as follows.

1. Defendant, including Dolphin Technology Vietnam, and its representatives, officers, agents, directors, affiliates, servants, employees, contractors, and consultants and all persons acting in concert or participation with it agree they have ceased accessing any Synopsys applications or any electronic files associated with the use of or access to any Synopsys applications, including but not limited to counterfeit license key files, without a valid license issued from Synopsys. Defendant, including Dolphin Technology Vietnam, and its representatives, officers, agents, directors, affiliates, servants, employees, consultants and all persons acting in concert or participation with it including employees and independent contractors, agree that they are permanently enjoined from directly or indirectly accessing, using, transferring, or copying, in any way, any Synopsys software without authorization from Synopsys and they may use or access Synopsys applications only with a valid license issued by Synopsys and only in the quantity specified by those licenses.
2. This Court shall retain jurisdiction of this matter to enforce the terms of the Agreement without the necessity of any party’s filing a separate lawsuit to do so. In any contest over an alleged violation of this Agreement, the prevailing party shall recover its reasonable attorneys’ fees and costs.
3. All claims filed herein are hereby dismissed with prejudice. Each party shall bear its own fees and costs, except as specified in the Parties’ Confidential Settlement Agreement.

IT IS SO ORDERED.

Dated: August 15, 2022


 HONORABLE EDWARD M. CHEN
 United States District Judge